

EXHIBIT E

CONTRACT BETWEEN
HENKELS & MCCOY, INC.
WORKFORCE INVESTMENT ACT SERVICES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Special Conditions

1. Past Services Included.

The County Board of Supervisors specifically acknowledges that in anticipation of execution of this contract, services within the scope of this contract may have been provided in reliance on assurances that this contract would be entered into. These services would have been rendered from January 9, 2014 to the date the Board of Supervisors executed this contract and were intended in the best interest of the public welfare. The Board of Supervisors expressly authorizes payment for those services at the same rates and under the same terms and conditions as stated in this Contract.

2. Accounting for Travel and Lodging.

In the event that the scope of services expressly contemplates payment for travel and lodging, these costs must be reasonable and in no event shall exceed levels allowed for WIA supported activities as allowed by subchapter 1 of chapter 57 of title 5 United States Code, and federal regulations applicable thereto, including 41 CFR 301, et seq.

3. Record keeping and reporting of services.

Contractor shall:

- a. Keep complete and accurate records for each client served pursuant to this contract, which shall include, but not be limited to, performance measures, evaluation studies, and records of services provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services without prior notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements.
- b. Contractor shall submit program/service reports monthly to County by the 15th of the month succeeding the month with which the report is concerned. Contractor is encouraged to use the reporting form provided by the County. The report shall describe the goals for the services being performed, a means to measure them, progress in meeting the goals, major incidents, and anticipated obstacles in achieving performance goals in the future. Reports shall be submitted to Dawn Boulanger, Department of Social Services, P.O. Box 8119, San Luis Obispo CA 93403-8119.

- c. Contractor shall provide the County a copy of all subcontracts within 30 days of execution and notify the County of any changes to subcontracts within 30 days of execution.

4. Power to Terminate.

The Director of Social Services may effectuate termination of this contract without the need for action, approval, or ratification by the Board of Supervisors.

5. Termination for Cause.

- a. If the County determines there has been a material breach of this contract by Contractor that poses a threat to health and safety, the County may immediately terminate the contract.
- b. For all other material breaches of this contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this contract. Material breach shall include, but not be limited to:
 - 1) Contractor fails to perform its duties to the satisfaction of the County; or
 - 2) Contractor fails to fulfill in a timely and professional manner its obligations under this contract; or
 - 3) Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
 - 4) Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
 - 5) Contractor has not, to the satisfaction of the County, documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payers or Federal or State funding agencies; or
 - 6) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.
- c. All obligations to provide services shall automatically terminate on the effective date of termination.

- d. In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, reasonable costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

6. Termination for Convenience.

Either party may terminate this contract at any time by giving to the other party at least thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

7. Warranty of Contractor re: Facilities.

Contractor shall obtain and maintain for the duration of this contract, appropriate licenses, permits and certificates required by all local State and Federal mandates applicable to the facilities used for performance of this contract.

8. Compliance re: Social Service Laws.

- a. Contractor agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Workforce Investment Act (WIA), the Health and Safety Code, the California Code of Regulations, the Code of Federal Regulations, and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of client records.
- b. Contractor acknowledges that breach of Welfare and Institutions Code Section 10850 may be a criminal offense.

9. Compliance re: Nondiscrimination.

- a. State of California, Social Services Policy Compliance.
 - 1) Contractor specifically agrees to comply with California Department of Social Services Manual of Policy and Procedures section 21-100, available at www.dss.cahwnet.gov/getinfo/pdf/3cfcmman.pdf.
 - 2) The purpose of said policy is to effectuate the provisions of the following laws: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title II of the Americans With Disabilities Act of 1990; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended; and California Civil Code, section 51, et seq., as amended; California Government Code,

section 11135, et seq., as amended; and California Government Code, section 4450; and other applicable Federal and State laws and their implementing regulations to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, color, national origin, political affiliation, religion, marital status, sex, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal or State financial assistance.

Administrative methods/procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of the regulations, are prohibited.

- 3) Contractor agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws, rules and regulations. The data elements specifically required by this section refer to primary language and ethnic groups of participants/applicants. California Department of Social Services (CDSS), federal government personnel, and the County reserve the right to review records, books and accounts as needed to ascertain compliance and reserve the right to pursue legal remedy and/or sanction for compliance failures.
- b. No Discrimination in Level of Services. As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this contract receive appropriate services regardless of status or source of funding.
- c. Bilingual Accessibility. Contractor shall ensure that effective bilingual/interpretive services are provided to serve the needs of the non-English speaking population and individuals with disabilities. The provision of bilingual/interpretive services shall be offered for each location whose non-English language cases equal or exceed five percent of the total cases for each program or location. The provision of bilingual /interpretive services shall be prompt without undue delay.

10. Assurances and Certifications.

Except as otherwise indicated, the following certifications apply to all sub-grantees.

- a. State of California Standards: Contractor recognizes and acknowledges that it is a sub-grantee to the County's Sub-grant Agreement with the State of California Employment Development Department. As required by the terms of said agreement, Exhibit BB, paragraph 2., sections a) through p), attached as Exhibit E-1 are incorporated herein by reference. To the extent applicable to Contractor as County's sub-grantee, Contractor shall comply with the terms and conditions provided therein. Any breach of said terms shall be considered a material breach of this contract.

- b. Copyrights: The application of this clause is limited to those awards that involve the use or development of copyrighted materials. Contractor shall comply with copyright regulations cited in the Code of Federal Regulations (Title 29, Labor, part 97, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Subpart C – Post-Award Requirements, section 97.34, Copyrights).

The Federal awarding agency, State of California and County reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government, State, or County purposes:

- 1) The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant, and
 - 2) Any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.
- c. Certifications: Upon execution of this agreement, Contractor shall execute “Certification Regarding Debarment, Suspension and other Responsibility Matters” and “Drug-Free Workplace Certification” which shall be provided to Contractor by County. Upon contract close-out, Contractor shall execute “Contract Close-out Tax Certification” which shall be provided to the Contractor by the County.

11. Client Grievance Process.

Contractor shall establish a grievance process for clients served under this contract. All clients must be advised of the process with written material readily available upon request.

12. California Title 24, Energy Standards.

Contractor recognizes that the State of California Administrative Code, Title 24 contains mandatory standards and policies relating to energy efficiency in the state energy conservation plan, and recognizes it may have applicability to Contractor.

13. Compliance re: Environmental Laws.

For contracts in excess of \$100,000 Contractor shall comply with Section 306 of the Clean Air Act (42 U.S.C. section 1857(h)), Section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 C.F.R. Part 15).

14. Disentanglement.

Contractor warrants that in the event of any expiration or termination of this Contract, Contractor will take all actions necessary to accomplish a complete and timely transition to the County, or to any replacement provider, of the Services being terminated (a “Disentanglement”) without any material impact on the Services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide County with all information regarding the Services or is otherwise needed for Disentanglement.

15. Code of Ethics and Conflicts.

Contractor acknowledges that Contractor is aware of and understands the provisions of 20 Code of Federal Regulations section 667.200(a)(4) and agrees to comply with applicable requirements during the term of this contract.